

A. G. Contract No. KR890588TRD
ECS FILE: 89-42
Project: F-055-1-000/H2656 01C
Section: SR 87

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
CITY OF COOLIDGE

THIS AGREEMENT is entered into 25 May, 1989, pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the City of Coolidge, acting by and through its City Council, (the "City").

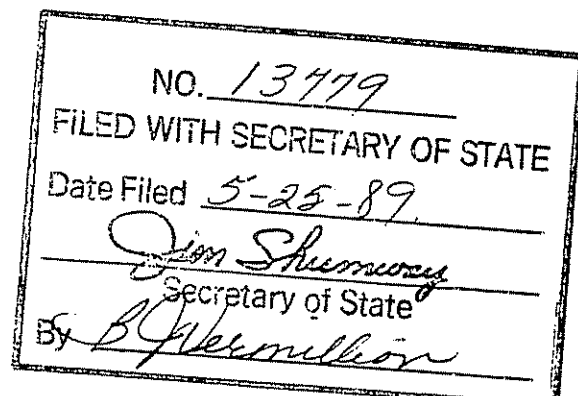
I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 and City Code Section 2, paragraph 2-3 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. It is to the mutual advantage of the State and the City to landscape certain areas within the right of way on State Route 87 at the following location:

From centerline roadway station 433+20 to
centerline roadway station 439+00, a net distance
of approximately 0.11 miles.



THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

State will:

a. Prepare plans for the landscaping and irrigation project and submit them to the City for approval.

b. After City approval of the plans, the project will be constructed by the State, using State funds.

City will:

a. Furnish and install necessary water services from water mains to the designated locations within the right of way at the City's expense.

b. Furnish all water for landscape installation during the construction phase, and all water hereafter necessary to properly maintain the landscape, all at City's expense.

c. After construction, maintain the landscaping and irrigation system within the right of way.

d. Maintain the landscaping and irrigation system in an attractive manner, as it was designed and approved by the State; and the City will not make any changes, additions or deletions without written approval by the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the State's "Uniform Traffic Control Requirements."

e. Upon completion of the work, reimburse the State 25 percent of the landscape contract costs.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this agreement violates any Arizona law, rule or regulation, either now

enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon the giving of 60 days written notice. It is understood and agreed that, in the event this agreement is terminated by the Town, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Engineering Consultants Services
205 South 17 Avenue, Room 118E
Phoenix, AZ 85007

City of Coolidge
City Manager
130 W. Central Ave.
Coolidge, AZ 85228

7. Attached hereto and incorporated herein by reference is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement
the day and year first above written.

CITY OF COOLIDGE

STATE OF ARIZONA
Department of Transportation

By Thomas Shiga

Title Mayor

By Gary K. Robinson

GARY K. ROBINSON
Chief Deputy State Engineer

ATTEST: Larry Fitzpatrick
City Clerk

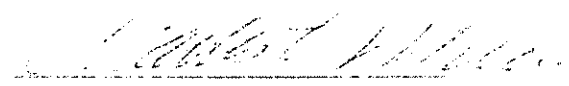
Thomas Shiga

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RESOLUTION

BE IT RESOLVED on this 14th day of March 1989, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Coolidge for the purpose of landscaping certain areas within the right of way on State Route 87.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Chief Deputy State Engineer.


CHARLES L. MILLER, Director
Arizona Department of
Transportation

RESOLUTION No. 89-8

1 A RESOLUTION OF THE CITY OF COOLIDGE
2 AUTHORIZING AND DIRECTING THE CITY MANAGER
3 TO ENTER INTO AN INTERGOVERNMENTAL AGREE-
4 MENT WITH THE ARIZONA DEPARTMENT OF TRANS-
5 PORTATION FOR THE PURPOSE OF LANDSCAPING AND
6 MAINTENANCE OF A PORTION OF RIGHT OF WAY ON
7 STATE ROUTE 87.

8 WHEREAS, the Arizona Department of Transportation has
9 offered to enter into an intergovernmental agreement with the
10 City of Coolidge whereby it agrees to provide funding and
11 construction concerning landscaping a portion of right of way
12 on State Route 87 with the City to furnish installation of
13 water services and thereafter maintain said landscaping, and

14 WHEREAS, the City of Coolidge has considered the terms
15 of said intergovernmental agreement and agrees to abide by
16 the terms thereof;

17 NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common
18 Council of the City of Coolidge as follows:

19 1. The City Manager for the City of Coolidge is hereby
20 authorized and directed on behalf of the City of Coolidge to
21 execute and deliver an intergovernmental agreement (ADOT
22 Contract No. KR 890688TRD., between the City of Coolidge and
23 the Arizona Department of Transportation.

24 2. The City Manager for the City of Coolidge is hereby
25 further authorized and directed to perform and carry out
26 those duties and matters required of the City of Coolidge as
set forth in said intergovernmental agreement.

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PASSED AND ADOPTED this 3th day of May, 1989.

Norman Shope
Mayor

ATTEST:

APPROVED:

Lucy F. Zerk
City Clerk

Norman Shope
City Attorney

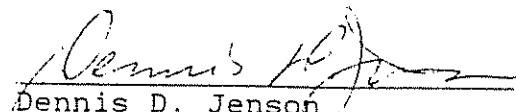
AYES Councilmembers Guayante, Heeringa, Vasquez, Watson, Vice-Mayor Johnson
& Mayor Shope

NAYS _____

ATTORNEYS CERTIFICATION

The undersigned being the City Attorney for the City of Coolidge hereby states that he has read and considered the intergovernmental agreement between the Arizona Department of Transportation (ADOT Contract No. IR 890588TRD) and the City of Coolidge and believes the City is empowered to enter into such agreement pursuant to law.

DATED this 8th day of May, 1989.


Dennis D. Jenson
City Attorney



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KR8910588TRD, is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 22nd day of May, 1989.

ROBERT K. CORBIN
Attorney General

James R. Redy
Assistant Attorney General
Transportation Division